AGREEMENT

THIS AGREEMENT, entered into this 26 day of October, 1970, between J. H. BAXTER & CO., a California corporation, hereinafter called "Purchaser," and REILLY TAR & CHEMICAL CORPORATION, an Indiana corporation, hereinafter called "Seller;"

WITNESSETH:

WHEREAS, Seller is the successor of Republic Creosoting
Company, an Indiana corporation, and is the owner of certain real
property in the Kennydale, Washington, area which was formerly
the site of Seller's coal tar base creosote plant; and

WHEREAS, J. H. BAXTER & CO. has conducted an extensive and intensive examination of the subject property, including, but not limited to, existing tankage, associated buildings, two (2) piers and the real property itself; and

WHEREAS, Purchaser has completed its inspection and desires to acquire and Seller desires to convey, the subject property upon the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Seller agrees to sell to and Purchaser agrees to purchaser from Seller the property hereinafter described, under the following terms and conditions:

- 1. <u>Description of Assets</u>. The assets which are the subject of this Agreement consist of the real property described on Schedule "A", attached hereto and by this reference made a part hereof as if set forth in full, together with the improvements located thereon set forth on Schedule "B", attached hereto and by this reference made a part hereof as if set forth in full.
- 2. <u>Purchase Price</u>. The purchase price is Five Hundred Thousand Dollars (\$500,000.00), allocated Two Hundred and Fifty

Thousand Dollars (\$250,000.00) for the land, and Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the improvements located thereon in accordance with the itemization of price set forth in Schedule "B" hereto.

- 3. Payment of Purchase Price. The purchase price shall be paid as follows:
- (a) Upon closing Purchaser shall pay One Hundred Thousand Dollars (\$100,000.00), and
- (b) The balance of the purchase price shall be evidenced by a promissory note executed by the Purchaser, together with a first deed of trust on the subject property. The said promissory note shall require payment in four (4) equal annual installments, commencing one (1) year from the date of closing. The interest rate shall be 7 1/2 per cent per annum. Under the terms of said note, payment shall be applied first to the accrued interest, and the balance of each payment shall be applied to reduction of the principal. Payments shall be made to Seller at 1615 Merchants Bank Building, Indianapolis, Indiana 46204.
- (c) The promissory note and deed of trust shall be in the form and manner attached hereto as Schedules "C" and "D", respectively.
- 4. Conditions of Sale. Within fifteen (15) days after the date of this Agreement, Purchaser shall obtain a report, in standard form, preliminary to an owner's policy of title insurance, issued by Trans-America Title Insurance Company. Within ten (10) days after receipt of said report, if Purchaser shall determine title to be unacceptable, Purchaser shall have the option of terminating this Agreement in its entirety. This option must be exercised in writing and delivered to the place and in the manner elsewhere provided herein for the giving of notices. If Purchaser

fails to exercise his option to terminate as provided herein, said option shall lapse, and Purchaser shall be bound to proceed, subject only to the other conditions stated herein.

Prior to the closing date, Purchaser shall have obtained a firm commitment for the lease of the subject property for the storage of hydro-carbon and/or petroleum products on said premises at such terms and under such conditions as are acceptable to In addition thereto, prior to closing, Purchaser shall Purchaser. have secured the necessary approval of the City of Renton and/or other necessary governmental agencies to operate or lease for operation such a storage facility. Purchaser agrees to use its best efforts to accomplish both of these conditions. Should Purchaser fail in either of these conditions prior to the date of closing, Purchaser may waive these conditions and proceed with the purchase under the other terms hereof, or terminate this agreement in its entirety. Said election shall be made by Purchaser in writing to Seller, prior to the closing date in the manner hereinafter specified for the giving of notices.

5. Representations and Warranties.

- (a) Seller and Purchaser represent that they are duly organized, validly existing corporations, fully authorized to enter into this Agreement and to consummate the transactions described herein.
- (b) Seller agrees that in the event there are any claimed mechanics' or materialmen's liens, arising prior to closing, against the subject real property at or after the time of closing, Seller will hold Purchaser harmless therefrom.
- (c) No other representations or warranties have been made by the Seller, or anyone in its behalf, to the Purchaser, or anyone in its behalf, as to the condition of the subject property, except as expressly provided in Paragraph 6 hereof, including but not limited to the

tankage and the two (2) piers hereinbefore described, or any other items described in Schedule "B". IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY DESCRIBED IN SCHEDULES "A" AND "B" IS SOLD "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, SELLER PARTICULARLY DISCLAIMS ALL AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF THE PIERS AND TANKAGE FOR ANY PARTICULAR USE.

6. Care of Property Pending Closing. Seller and Purchaser agree that between October 26, 1970 and October 30, 1970 they will, at a mutually convenient time, jointly inspect the subject property. Before 5:00 P.M. Pacific Standard Time, on November 2, 1970, Purchaser shall advise Seller in writing whether the subject property is in a state suitable to Purchaser. If Seller does not receive notice of Purchaser's written, unconditional acceptance of the state of the subject property as of the date of the joint inspection, this agreement shall be automatically terminated. Seller agrees to keep the subject property substantially in the state it is in at the time of the aforedescribed joint inspection up to the date of closing.

In the event, prior to the closing date, the items described in Schedule "B", or any of them, are substantially damaged or destroyed by fire or other casualty, Purchaser and Seller shall each have the option of terminating this agreement. In the event of termination, both parties shall be fully released from all obligations hereunder. Notice of termination shall be given in writing and in the manner hereinafter described for the giving of notices.

7. Restriction on Assignability or Sale of Property. This
Agreement may be assigned by Purchaser; however, as a condition precedent to the effectiveness of any such assignment, Purchaser shall
deliver to Seller a written guarantee by Purchaser and Barbee Mills,

Inc., a Washington corporation, jointly and severally, as to the performance of the terms and conditions of this agreement, said deed of trust and said promissory note.

8. Closing.

- (a) Date, Place and Time. The closing of this transaction shall take place at 10:00 a.m., Pacific Standard Time, on
 December 15, 1970, at the main offices of Trans-America Title Insurance Company, Seattle, Washington, hereinafter called "the closing
 agent." Said date is herein called "the closing date."
- (b) Purchaser, upon the satisfaction of all the conditions contained herein, may advance closing by depositing in escrow with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement. Seller shall have ten (10) days from written notice of said deposit to complete its obligation. Title to the subject property shall be conveyed by quit claim deed, together with such assignments and other instruments of conveyance as are in accordance with the provisions of this Agreement, and which are effective to vest in Purchaser all of Seller's title to all the properties and assets to be transferred to Purchaser by Seller hereunder. Purchaser agrees to properly execute and deliver the promissory note and deed of trust, hereinbefore described, together with such other instruments, including but not limited to a written termination of the lease between Seller and Purchaser to a portion of the subject real property, as is necessary to effectuate the provisions of this AGreement. Said deed of trust shall be a first lien on the subject property, subject only to those leases outstanding as of this date and such exceptions as appear in the preliminary commitment for title insurance described In the event the transaction does not close in paragraph 4 hereof. and Purchaser has performed all its obligations under this Agreement, after closing date Purchaser shall be entitled to withdraw the monies it deposited into escrow.

- (c) Title Policy. Seller shall make available to Purchaser at time of closing a standard form of owner's policy of title insurance issued by Trans-America Title Insurance Co. Said title policy shall contain no exceptions other than those provided for in said standard form and those noted in the preliminary report described in paragraph 4 hereof.
- (d) Payment of Costs. Upon closing, Seller shall pay the costs of state revenue stamps, the premium for the aforedescribed title insurance policy and the one per cent real estate excise tax on this transaction. Upon closing, all costs of recording and all state sales tax (if any) on personal property included in Schedule "B" shall be paid by Purchaser. Real estate taxes for the current year 1970 shall be prorated as of the date of this Agreement. The cost of escrow shall be paid one-half (1/2) each by Seller and Purchaser.
- 9. No Broker or Finder. Purchaser and Seller each represent that it has not retained any broker or finder in connection with the transactions contemplated in this Agreement.
- Agreement to any other party hereto shall be in writing. Any notice to be given to Purchaser shall be given by personal delivery to the President or the Secretary of Purchaser or by depositing such notice in the United States mails, postage prepaid, addressed to Purchaser at 1700 South El Camino Real, San Mateo, California 94402, to the attention of Mr. Robert Mossman. Any notice to be given to Seller may be given by personal delivery to the President of Seller or by depositing such notice in the United States mails, postage prepaid, addressed to Seller at 1615 Merchants Bank Building, Indianapolis, Indiana 46204, to the attention of Mr. Thomas Ryan.

- 11. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary arrangements. This Agreement may not be changed except in writing executed by the parties hereto.
- 12. <u>Counterparts</u>. This Agreement or any amendments thereto may be executed in counterparts and any number of counterparts in the aggregate shall constitute a single original instrument.
- 13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 14. <u>Seller's Assistance</u>. Seller agrees to assist and cooperate with Purchaser in obtaining all necessary approvals and consents to assignment of all leases, permits, licenses and /or other rights held by Seller which relate to the subject property. Expenses incurred by Seller in so assisting and cooperating shall be borne by Purchaser.
- 15. <u>Possession</u>. Purchaser shall be entitled to possession on the day following closing.

THIS AGREEMENT is hereby executed on the day and year first written above.

By President

By Secretary

J. H. BAXTER & CO.

"PURCHASER"

REILLY TAR & CHEMICAL CORPORATION

Presi By Abel Doyle Secre

"SELLER"

STATE OF CALIFORNIA)) ss. COUNTY OF)
On thisday of, 1970, before me personally appeared and to me known to be the President and Secretary respectively of J. H. BAXTER & CO., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public in and for the State of California, residing at
STATE OF INDIANA)) ss. COUNTY OF//anon/)
On this 26th day of Color 1970, before me personally appeared Potes (Reiter and Refert), feet to me known to be the President and Secretary respectively of REILLY TAR & CHEMICAL CORPORATION, the corporation that executed
the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

The South Block

Notary Public in and for the State of Indiana, residing at Indiana, folial.

VERONICA M. BLEDSÖE My Commission Expires Jan. 29, 1974

SCHEDULE "A"

DESCRIPTION REILLY TAR & CHEMICAL CORPORATION PROPERTY

That portion of Government Lot 5 in Section 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North 89°58'36" West along the South line of said Lot 5 1,113.01 feet to the Westerly line of said Northern Pacific Railroad Right of Way; thence North 29°44'54" East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North 29°44'54" East 200.01 feet to the true point of beginning of the line herein described; thence South 56°28'50" West 222.32 feet to a point which bears North 59°24'56" West 100.01 feet from said Point A; thence North 59°24'56" West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408, containing 31.7 acres more or less (accuracy to one acre) of which 12.8 acres are underwater shorelands.

The Harbor Area Lease dated the 30th day of November, 1943, between the Port of Seattle and Peter C. Reilly for that area between the inner and outer harbor lines lying adjacent to the area described above in Lake Washington.

All rights and interest in and to that certain lease between Foss Tug & Barge for booming and rafting of logs on Lake Washington dated the 1st day of December, 1962, between Reilly Tar & Chemical and Foss Tug & Barge.

All rights and permits, if any, from the Army Corps of Engineers for placing and locating structures, wharves, dolphins, piers and other devices that are in interference with navigation and require permits from the Army Corps of Engineers located in that area described in the Harbor Area Lease referred to above.

SCHEDULE "B"

Reference Republic Creosoting Co. Drwg. #22M-1, Dated 3/27/1958 including revisions to 11/9/69, attached hereto and by this reference incorporated herein
Improvements to remain are as follows:

a.	Office structure immediately northeast of Tank #1	2,500.00	
b.	Pier and Equipment #18	25,000.00	
c.	Pier and Equipment #19	7,500.00	
d.	Pump and House #20	1,000.00	
e.	Tanks Appurtenances and Equipment #23	72,500.00	
f.	Tanks Appurtenances and Equipment #26	72,500.00	
g.	Tanks Appurtenances and Equipment #31	1,000.00	
h.	Tanks Appurtenances and Equipment #32	1,000.00	
i.	Tanks Appurtenances and Equipment #33	1,000.00	
j.	Tanks Appurtenances and Equipment #34	1,000.00	
k.	Tanks Appurtenances and Equipment #35	7,500.00	
1.	Tanks Appurtenances and Equipment #36	7,500.00	
m.	Tanks Appurtenances and Equipment #37	20,000.00	
	Tanks Appurtenances and Equipment #38	20,000.00	
n.		500.00	
0.			
p.	Building & Equipment #41	500.00	
q.	All equipment improvements and naturear growing	•	
	including trees in sectors 1, 2, 5, 6, as shown		
	on drawing referred to above. It is expressly		
	understood that improvements no. 5, 7, 14, 22,	1 000 00	
	28 and 86 are to be removed.	1,000.00	
r.	Water line extending from Building 40 to		
	Building #2 and attached risers, hydrants,		
	etc., including laterals	3,000.00	
s.	4" product lines from immediately north of		
	Tank #1 with attachments to and including		
	rail loading/ unloading facility	4,000.00	
t.	Two (2) pumps from Building #2 to be left on site	1,000.00	

SCHEDULE "C"

PROMISSORY NOTE

	.*	Seattle, Washingto		
FOR VALUE RECEIVED, J. H. sum of FOUR HUNDRED THOUSAND and interest thereon at the rate of per annum from the date hereof, or its order, payable as follows	no/100 Dollars (\$- seven and one-half to REILLY TAR & CH	400,000.000, with percent (7 1/2%)		
Four equal annual install from the date of this not first to the accrued intepayment to be applied to	e with payments to rest, and the balar	be applied nce of each		
If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice at the option of the holder thereof.				
This note shall bear interest at the rate of twelve percent (12%) per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the lands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note, we promise to pay a reasonable attorney's fee, in addition to all other amounts provided for herein on any such instance.				
	J. H. BAXTER & CO	•		
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Filed for Record at Request of

City and State....

THIS SPACE PROVIDED FOR RECORDER'S USE:

DEED OF TRUST

THIS DEED OF TRUST, made this

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between J. H. BAXTER & CO., a California corporation, or assigns, , Grantor,

whose address is 1700 South El Camino Real, San Mateo, California,

PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is 719 Second Ave.,

Seattle, Washington

, and REILLY TAR & CHEMICAL, an Indiana corporation, CORPORATION

eficiary whose address is 1615 Merchants Bank Building, Indianapolis, Indiana 46204 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real Beneficiary whose address is

property in

PNTI File No.

King

County, Washington:

That portion of Government Lot 5 in SEction 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North 89°58'36" West along the South line of said Lot 5 1113.01 feet to the WEsterly line of said Northern Pacific Railroad Right of Way; thence North 29°44'54" East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North 29°44'54" East 200.01 feet to the true point of beginning of the line herein described; thence South 56°28'50" West 222.32 feet to a point which bears North 59°24'56" West 100.01 feet from said Point A; thence North 59°24'56" West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of

Four Hundred Thousand Dollars (\$ 400,000.00 with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

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- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event, of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein. 9.
- Grantor covenants and agrees that it will not transfer, directly or indirectly, any ownership interest in the subject real property to any other person or entity without first providing Beneficiary with a written juaranty by Grantor and Barbee Mills, Inc., a Washington corporation, jointly J. H. BAXTER & CO. (Seal) and severally, of the performance of thezterms and conditions hereof and the Ву promissory note it secures. CALIFORNIA STATE OF WASHINGTON STATE OF XXXXXXXXXXXXX COUNTY OF..... COUNTY OF..... On this day of 1970, ***** On this day personally appeared before me before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared...... to me known to be the individual described in and who executed the within foregoing instrument, and Secretary respectively, of J. H. BAXTER & CO. acknowledged that.....signed the same as the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath statedfree and voluntary act and deed, for the uses and purposes therein mentioned. that......they..were......authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. GIVEN under my hand and official seal thisday of....., 19......, Witness my hand and official seal hereto affixed the day and year first above written. Notary Public in and for the State of Notary Public in and for the State of WANNING Californ: Washington, residing at..... REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtdness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated, 19	
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